Gerber Life Insurance Company, White Plains, New York agrees to pay Excess Loss Insurance benefits under the provisions of this Contract to the Contractholder listed in the Schedule of Excess Loss Insurance.

READ YOUR CONTRACT CAREFULLY

This Contract is legally binding between the Contractholder and Gerber Life Insurance Company ("Company"). The consideration for this Contract includes, but is not limited to, the Application and the payment of premiums as provided hereinafter.

AGREEMENT

The Company will pay the Aggregate and Specific Benefits provided in this Contract. Payment is subject to the conditions, limitations and exceptions of this Contract.

The Contractholder agrees to pay premiums when due and to comply with the Contract provisions.

This Contract takes effect on the Effective Date shown in the Schedule, which will be the date of issue, and terminates on the end of the Contract Period shown in the Schedule unless it is renewed. All periods indicated in the Contract begin and end at 12:01 A.M. standard time at the Contractholder's office.

This Contract Form is governed by the laws of the state in which it is issued.

The sections set forth on the following pages are a part of this Contract and take effect on the Effective Date.

IN WITNESS WHEREOF Gerber Life Insurance Company has caused this Contract to be executed by its President and Secretary at White Plains, New York.

President **Secretary**

Countersignature of Licensed Resident Agent (Where Required)

Policy Providing Excess Loss Insurance

Nonparticipating

GERBER LIFE INSURANCE COMPANY
1311 MAMARONECK AVENUE
WHITE PLAINS, NY 10605

GERBER LIFE INSURANCE COMPANY
SCHEDULE OF EXCESS LOSS INSURANCE

1. Contract Number:
GELP-1002-OH

2. Contractholder:
The City of Cleveland

3. Address: 601 Lakeside Ave

City: Cleveland State:OH Zip Code: 44114

4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):

N/A

5. Name and address of Designated Third Party Administrator:

The Fedeli Group, 5005 Rockside Road, Suite 500 Independence, OH 44131

6. Effective Date:
January 1, 2013

7. **GENERAL SCHEDULE OPTIONS:**

(a) Contract Period January 1, 2013 to December 31, 2013

(b) Disabled Persons [X] are [ ] are not covered.
Retired Employees [ ] are [X] are not covered.

(c) Aggregate Benefit [X] Yes [ ] No

Aggregate Contract Basis: Employee Benefit Plan Expenses must be
Incurred from April 1, 2012 through December 31, 2013, and
Paid from January 1, 2013 through December 31, 2013.
Claims Incurred prior to the Contract Effective Date are limited to $ N/A.

Aggregate eligible expenses include:
[ ] Medical [X] Prescription Card Service
[ ] Dental Care [ ] Weekly (Disability) Income
[ ] Vision Care [ ] Other_____

7. **GENERAL OPTIONS: (Continued)**

Aggregate Monthly Factor per:

Employee Composite: $ 185.80

Aggregate Payable Percentage (excess of Deductible): 100 %

Maximum Eligible Claim Expense Per Covered Person: $ N/A

Minimum Aggregate Deductible: $ 12,648,520.80

Maximum Aggregate Benefit (excess of Deductible): $ 2,000,000.00

(d) Monthly Aggregate Accommodation [ ] Yes [X] No

(e) Terminal Liability [ ] Yes [X] No

(f) Specific Benefit [ ] Yes [X] No

Specific Contract Basis: Employee Benefit Plan expenses must be
Incurred from N/A through N/A and
Paid from N/A through N/A.

Claims Incurred prior to the Contract Effective Date are limited to: $ N/A

Specific Eligible Expense: Medical Only

Specific Deductible (per person): $ N/A

Specific Payable Percentage (excess of Deductible): N/A %

Maximum Specific Benefit (per person in excess of Specific Deductible): $ N/A

8. **PREMIUMS:**

(a) Aggregate Premium

Premium Per Month Per Unit: $ 2.35

Minimum Annual Aggregate Premium $ 150,000.00

Monthly Aggregate Accommodation

Premium Per Month Per Unit: $ N/A

Annual Premium in Advance: $ N/A

Terminal Liability

Premium Per Month Per Unit: $ N/A

Annual Premium in Advance: $ N/A

(b) Specific Premium

Premium Per Month Per Single Employee: $ N/A

Family: $ N/A

Composite: $ N/A

Minimum Monthly Specific Premium: $ N/A

9. **SPECIAL RISK LIMITATIONS:**

Contract will be based upon the current employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

Specific: N/A

Aggregate: Stop Loss Contract is “NET of any Rebates”

I. DEFINITIONS

As used in this Contract, the following definitions shall be applicable:

Agent, when referring to the Contractholder, means the Contractholder's representative, including but not limited to its Designated Agent, Broker, or Third Party Administrator.

Aggregate Benefit means the amount that the Company agrees to pay the Contractholder after the end of the Contract Period for eligible claims Paid by the Contractholder as set forth in the Schedule and pursuant to the terms, conditions and limitations of the Contract.

Aggregate Contract Basis identifies the dates during which Employee Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement as Aggregate Benefits.

Aggregate Deductible Per Month means the Aggregate Monthly Factor shown in the Schedule multiplied by the Number of Covered Units.

Aggregate Deductible means the sum of each Aggregate Deductible Per Month for each month during the Contract Period or fraction thereof.

Minimum Aggregate Deductible means the lowest possible Aggregate Deductible applicable to the Contract Period or fraction thereof. This amount is set forth in the Schedule.

Continuation Beneficiary is a Covered Unit which elects to extend its group health coverage under the Employee Benefit Plans entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Contract means the entire agreement between the Contractholder and the Company, specifically including the Contract Application, the Contract Form, the Contract Addenda (if any), and a copy of the Contractholder's Employee Benefit Plan.

Contract Month means a period measured from the Effective Date of this Contract, while this Contract is in force. Each new Contract Month will begin on a day which corresponds to the Effective Date. If there is no such day in any applicable month, then the last day of the month will be used.

Contract Period is stated in the Schedule.

Contractholder is named in the Schedule.

Covered Person refers to each person, individually, who is a Covered Unit, or, in the case of a dependent, a member of a Covered Unit. In no event will coverage for a dependent become effective before the Effective Date of Coverage of a plan participant under the Employee Benefit Plan.

Covered Unit, for purposes of calculation of the premiums and the Aggregate Deductible Per Month, means a plan participant, a plan participant with dependents, or such other defined unit as agreed upon between the Company and the Contractholder, provided such plan

participant, dependents or such other defined unit is covered under the Employee Benefit Plan.

Disabled Person is a plan participant not actively at work or, in the case of a dependent or Continuation Beneficiary, is by disability unable to perform his or her normal functions of a person of like sex and age on the Effective Date of this Contract or the date such person becomes eligible for coverage under the Employee Benefit Plan.

Eligible Claims Payments means expenses of the Employee Benefit Plan qualifying for coverage under the terms and conditions of this Contract.

Employee Benefit Plan means the master plan document of the Contractholder to provide medical expense benefits to the Contractholder's covered plan participants and dependents of such plan participants in effect on the Effective Date of this Contract, a copy of which is attached to and made a part of this Contract.

Incurred refers to the date on which a covered medical service was rendered, the date disability benefit payments become due, or a covered medical purchase was made for a Covered Person under the Employee Benefit Plan.

Maximum Aggregate Benefit means the amount set forth in the Schedule as the maximum total Aggregate Benefit payable under the terms, conditions and limitations of this Contract during the Contract Period.

Maximum Eligible Claim Expense Per Person, as it relates to aggregate coverage, means the maximum dollar value of claims Paid on any one Covered Person that can apply toward satisfaction of an Aggregate Deductible, or that can apply toward the calculation of the Aggregate Benefit for a Contract Period.

Maximum Specific Benefit means the amount set forth in the Schedule that is the maximum total Specific Benefit payable under the terms, conditions and limitations of this Contract during the period an individual is a Covered Person under the Employee Benefit Plan, regardless of the number of years the Covered Person is eligible under the Employee Benefit Plan and regardless of whether expenses for this Covered Person were Incurred and/or Paid during this Contract Period. In the context of the definition of Maximum Specific Benefit, references to "Employee Benefit Plan" include all predecessors and successors of the particular plan in effect on the Contract's Effective Date.

Number of Covered Units means the total number of Covered Units existing in any Contract Month.

Paid means that funds are actually disbursed by the Contractholder or his Agent. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or their health care providers. Payment will be deemed made on the date that both (1) the payor directly tenders payment by mailing (or otherwise delivering) a draft or check, and (2) the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored.

Should the account upon which payment is drawn not contain sufficient funds to cover all outstanding checks and drafts on the account, then the Company may consider, in its sole

discretion, any particular checks or drafts as not having been paid, but only to the total amount representing the difference between the funds in the account and the total of outstanding checks and drafts.

Payable Percentage means the percentage payable as shown in the Schedule. The calculation of Specific Benefits may be subject to a different Payable Percentage than the calculation of Aggregate Benefits.

Proof of Loss is the form authorized by the Company to be used for the submission of claims as well as the supporting documentation reasonably necessary for the Company's independent evaluation of the legitimacy and extent of the claim. Claims for expenses not specifically identified in previously submitted Proofs of Loss must be accompanied by separate Proofs of Loss.

Schedule means the Schedule of Excess Loss Insurance.

Specific Benefit means the amount the Company will pay to the Contractholder for eligible claims Paid by the Contractholder over and above the Contractholder's Specific Deductible Per Person, and pursuant to the terms, conditions and limitations of the Contract.

Specific Contract Basis identifies the dates during which Employee Benefit Plan expenses must be Incurred and must be Paid to be considered eligible for reimbursement as Specific Benefits.

Specific Deductible means the per Covered Person deductible as shown in the Schedule.

II. BENEFITS

The Company will pay, subject to the terms, conditions and limitations of the Contract, the following benefits, if shown in the Schedule, to the Contractholder within a reasonable time upon receipt of a fully executed Proof of Loss:

1. Aggregate

The Aggregate Benefit for the Contract Period, or fraction thereof, is the total of the Eligible Claim Payments, on an Incurred and/or Paid basis as shown in the Aggregate Contract Basis of the Schedule:

a. less the Aggregate Deductible or Minimum Aggregate Deductible, whichever is greater; and
b. less the amount of the claims Paid by the Contractholder in excess of the Maximum Eligible Claim Expense Per Person as shown in the Schedule; and
c. less amounts recovered from other sources;
d. multiplied by the Aggregate Payable Percentage.

Aggregate Benefits are not payable until after the end of the Paid basis shown in the Aggregate Contract Basis of the Schedule. If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Aggregate Benefits for expenses Incurred or Paid by the Contractholder after the termination date.

In no event will the Aggregate Benefit exceed the Maximum Aggregate Benefit shown in the Schedule.

2. **Specific**

The Specific Benefit with regard to each Covered Person, is the total of the Eligible Claim Payments, on a Incurred and/or Paid basis as shown in the Specific Contract Basis of the Schedule;

a. less the Specific Deductible; and
b. less amounts recovered from other sources;
c. multiplied by the Specific Payable Percentage.

The Contractholder shall not be entitled to any Specific Benefit unless and until the Contractholder has actually Paid the full amount of the Specific Deductible as set forth in the Schedule for the Covered Person(s) for which the Specific Benefit is sought. The Contractholder shall only be entitled to a Specific Benefit up to the amount actually Paid by Contractholder over and above the Specific Deductible.

If this Contract should terminate prior to the end of the Contract Period, the Company shall not be liable for Specific Benefits for expenses Incurred or Paid by the Contractholder after the termination date.

In no event will the Specific Benefit with regard to any Covered Person exceed the Maximum Specific Benefit shown in the Schedule.

III. LIMITATIONS

1. This Contract will not pay the Contractholder for any loss or expense caused by or resulting from any of the following:

   a. Expenses incurred while the Employee Benefit Plan is not in force with respect to the Covered Person.

   b. Expenses resulting from weekly (disability) income, dental, vision or any prescription card service, unless shown in the Schedule.

   c. Liability assumed by the Contractholder under any contract or service agreement other than the Employee Benefit Plan.

   d. Expenses as the result of extra-contractual damages; compensatory damages; or punitive damages.

   e. Expenses resulting from services which are billed in excess of the general level of charges being made by other providers of services in the locality where the service is rendered.

   f. Expenses for benefits for accidental bodily injury or sickness arising out of or in the course of any occupation for wage or profit, or for which the Covered Person would be entitled to benefits under any Worker's Compensation, U. S. Longshoremen and Harbor Worker's or other occupational disease legislation or policy, whether or not such policy is actually in force.

g. Expenses which: (1) are not accepted as standard medical treatment for the illness, disease or injury being treated by physicians practicing the suitable medical specialty; (2) are the subject of scientific or medical research or study to determine the item's effectiveness and safety; (3) have not been granted, at the time services were rendered, any required approval by a federal or state governmental agency, including without limitation, the Federal Department of Health and Human Services, Food and Drug Administration, or any comparable state governmental agency, and the Federal Health Care Finance Administration as approved for reimbursement under Medicare Title XVIII; or (4) are performed subject to the Covered Person's informed consent under a treatment protocol that explains the treatment or procedure as being conducted under a human subject study or experiment.

h. Cost of the administration of claim payments or expense of litigation with individual claimants.

i. Expenses for benefit to any Covered Person with coverage under any other plan, including Medicare, which, when combined with the benefits payable by such other plan, would cause the total to exceed 100% of the Covered Person's actual expenses.

j. Payments under the Employee Benefit Plan arising out of or caused by or contributed to or in consequence of war, hostilities (whether war be declared or not), invasion or civil war.

2. If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a Disabled Person until:

   a. if a plan participant, he or she returns to active, full-time employment for at least one (1) full working day; or
   b. if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.

3. Newborn children of plan participants who have previously enrolled and continue to cover their eligible dependents under the Employee Benefit Plan will be eligible under the Contract on the date of the child's birth. Employees who have not previously enrolled for dependent coverage will be eligible for newborn child coverage as defined within the Employee Benefit Plan.

4. Retired plan participants and their dependents, who are eligible under the Employee Benefit Plan, will be eligible for coverage under the Contract only if so indicated in the Schedule.

IV. CLAIMS PROVISIONS

1. **Payment of Claim:** All benefits as they become payable under this Contract will be paid to the Contractholder. All expenses as they become payable under the Employee Benefit Plan shall be Paid by the Contractholder. The Company shall pay claim within a

reasonable time after receiving fully executed Proofs of Loss and the documentation reasonably necessary to evaluate the eligibility and extent of the claim.

2. **Warranty:** Upon presentation of Proof of Loss to the Company for Aggregate Benefits, the Contractholder warrants that all monies necessary to pay for services and supplies have been paid to the respective providers of medical services or supplies to which the claim for reimbursement relates.

3. **Notice of Claim:** The Contractholder shall give written notice of claims to the Company on the Company's customary notice (Proof of Loss form), within thirty (30) days of the date the Contractholder becomes aware of the existence of facts which would reasonably suggest the possibility that benefits will be incurred which are covered by this Contract and which are equal to or exceed fifty percent (50%) of the Specific Deductible.

   In addition, the Contractholder shall notify the Company immediately of the expenses of any Covered Person which meet any of the following criteria:

   a. continuous hospitalization for more than one month; or
   b. a claim for any one of the following disabilities: mental disorder requiring hospitalization; brain injury; spinal injury resulting in real or suspected paralysis of the limbs; serious burns involving ten percent (10%) or more of the body with third degree burns or thirty percent (30%) or more of the body with second degree burns; multiple or serious fracture; crushing or massive internal injuries; premature birth; Acquired Immune Deficiency Syndrome (AIDS).

   The Contractholder shall submit on a timely basis proofs, reports, and supporting documents including, but not limited to, a monthly summary of all Eligible Claims Payments processed by the Contractholder.

V. CONTRACT TERMINATION

The Contract and all benefits hereunder will terminate upon the earliest of the following dates:

1. The termination date specified in writing by the Contractholder provided that the Company is notified not less than 31 days in advance of the termination date.

2. The end of any period for which premiums were paid and subsequent premiums are not paid.

3. The end of the Contract Period.

4. The date of termination of the Employee Benefit Plan.

5. The date of cancellation of the administrative agreement between the Contractholder and the Designated Third Party Administrator, unless the Company has, prior to such

cancellation, consented in writing to the Contractholder's designation of a successor Third Party Administrator.

6. This Contract will automatically terminate if the Contractholder does not pay claims or make available funds to pay claims as required by the Contract.

VI. MISCELLANEOUS PROVISIONS

1. **Liability:** The Company will have neither the right nor the obligation under this Contract to directly pay any Covered Person or provider of professional or medical services for any benefit which the Contractholder has agreed to provide under the terms of the Employee Benefit Plan. The Company's sole liability hereunder is to the Contractholder, subject to the terms, conditions and limitations of this Contract. Nothing in this Contract shall be construed to permit a Covered Person to have a direct right of action against the Company.

2. **Payment of Premiums:** Each Premium for this Contract is payable on or before its due date as set forth in the Schedule to the Company or to this authorized representative. Payment of a premium will not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in the Grace Period.

   If the Effective Date of this Contract is other than the first day of a calendar month, premiums payable under this Contract are due and payable on the first of each calendar month.

3. **Grace Period:** A Grace Period of thirty (30) days will be allowed for the payment of each premium after the first premium. Should a premium otherwise due not be paid during the Grace Period, this Contract will terminate without further notice retroactive to the date for which premiums were last paid. The liability of the Company will be limited to claims Paid by the Contractholder prior to the date of termination. There will be no refund of any premium shown in the Schedule.

4. **Entire Contract:** This Contract Form as issued to the Contractholder, together with the Contractholder's Application, Contract Addenda (if any), and a copy of the Contractholder's Employee Benefit Plan, constitute the entire contract. The Company has relied upon the underwriting information provided by the Contractholder or the Contractholder's Agent, in the issuance of this Contract. Should subsequent information become known which, if known prior to issuance of this Contract, would affect the rates, deductibles, terms or conditions for coverage hereunder, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Contractholder.

5. **Concealment, Fraud:** This entire Contract will be void if, whether before or after a claim or loss, the Contractholder or its Agent has concealed or misrepresented any material fact or circumstance concerning this Contract or the subject thereof, including any claim thereunder or in any case of fraud by the Contractholder or its Agent relating thereto.

6. **Clerical Error:** Clerical error, whether by the Contractholder or by the Company, in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.

7. **Audits:** The Company will have the right: (1) to inspect and audit all records and procedures of the Contractholder and Designated Third Party Administrator; and (2) to require, upon request, proof of records satisfactory to the Company that payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any claim by the Contractholder hereunder.

8. **Notice of Appeal:** Any objection, notice of legal action, or complaint received on a claim process by the Contractholder or the Third Party Administrator, and on which it reasonably appears a benefit will be payable to the Contractholder under this Contract shall be brought to the immediate attention of the claims department of the Company.

9. **Changes:** Only the President or Executive Officer of the Company have the authority to alter this Contract, or to waive any of the Company's rights and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No Agent, Broker, or Third Party Administrator has the authority to alter this Contract or to waive any of its provisions.

10. **Notice:** For the purpose of any notice required from the Company under the provisions of this Contract, notice to the Contractholder's Designated Third Party Administrator shall be considered notice to the Contractholder.

11. **Amendments to the Employee Benefit Plan: The Employee Benefit Plan shall not be changed while this Contract is in force without the prior written consent of the Company. Notice of any amendment to the Employee Benefit Plan must be given to the Company or its authorized representative at least thirty (30) days prior to the Effective Date of the amendment. The Company will have the sole option to accept the amendment to the Employee Benefit Plan, and if accepted, the Company reserves the right to revise the rates, deductibles, terms or conditions of the Contract as of the Effective Date of the amendment. If such amendment is not agreed to in writing, the Company will be liable to pay benefits as if the Employee Benefit Plan was not changed.**

12. **Responsibilities of the Contractholder's Designated Third Party Administrator:** Without waiving any of its rights under this Contract, and without making the Designated Third Party Administrator a party to this Contract, the Company agrees to recognize the Designated Third Party Administrator as respects the normal administration of the Contractholder's Plan subject to:

    a. The Third Party Administrator being responsible on behalf of the Contractholder for auditing, calculating and processing all claims eligible under the Employee Benefit Plan within a reasonable period of time, preparing periodic reports as required by the Company and maintaining and making available to the Company at all times such information as the Company may reasonably require for proof of payment of the claims(s) by the Contractholder;

b. The Third Party Administrator performing such other duties as may be reasonably required by the Company, including but not limited to, maintaining an accurate record of eligible Covered Persons of the Contractholder;

c. The Company will not be responsible for any compensation due the Designated Third Party Administrator for functions performed in relation to this Contract; and

d. This Contract will not be deemed to make the Company a party to any agreement between the Contractholder and the Designated Third Party Administrator.

13. **Hold Harmless:**

a. The Contractholder agrees to indemnify and hold the Company harmless for any legal expenses incurred, reasonable settlements made, or judgment(s) awarded, arising out of any dispute involving a participant or former participant of the Contractholder's Employee Benefit Plan provided such legal expenses, settlements, or judgments were not incurred as a result of the sole negligence or intentional wrongful acts of the Company.

The Company, following any notification of its being, or likely to be, named as a defendant on any action concerning the aforementioned dispute will, within a reasonable time, in writing, notify the Contractholder of the dispute. The Company will cooperate with the Contractholder in matters pertaining to the dispute, however, such cooperation with the Contractholder will not waive the right of the Company to solely defend or settle any action in a manner it deems prudent.

b. The Contractholder shall be responsible for any State premium taxes incurred with respect to funds paid to or by the Contractholder under the Employee Benefit Plan. Taxes incurred with respect to premiums paid for the Contract will be the responsibility of the Company.

14. **Offset:** The Company will be entitled to offset claim reimbursements to the Contractholder against premiums due and unpaid by the Contractholder.

15. **Assignments:** The Contractholder shall not assign any of its rights under this Contract without the prior written consent of the Company, and any assignment without prior written consent shall be void.

16. **Subrogation:** The Contractholder shall prosecute any and all valid claims that the Contractholder may have against third parties arising out of any occurrence resulting in a loss payment by the Contractholder and to account for any amounts recovered. Should the Contractholder fail to prosecute any valid claims against third parties and the Company thereupon becomes liable to make payments to the Contractholder under the terms and conditions of this Contract, then the Company shall assume all the Contractholder's rights to prosecute any valid claims against third parties, and the Contractholder will be responsible for any reasonable legal expenses incurred in the course of the prosecution.

17. **Recoveries:** The Company shall be entitled to recover first up to its full share of reimbursed claims before the Contractholder shares in any amount so recovered whether by way of subrogation or otherwise.

18. **Legal Actions:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

19. **Insolvency:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this Contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.

20. **Severability Clause:** Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, shall not render any of the remaining provisions of the Contract invalid.

21. **Renewal:** Renewal is not automatic but is available if permitted by the Company. Renewal may be subject to new premium rates, new underwriting terms, and new Contract terms.

22. **Group Specifications - Changes:** The Company reserves the right to revise rates, deductibles, terms or conditions of the Contract on any of the following dates:

    1. When the Contractholder adds or deletes a subsidiary or affiliate;

    2. When there is a change in the geographical area in which the Contractholder is located;

    3. When there is a change in the nature of business in which the Contractholder is engaged;

    4. When there is an increase or decrease in the number of Covered Units which exceeds 10% in any one month or 20% over any period of three consecutive months.